

ZB# 03-08

Susan & Martin Olsen

63-4-16

03-08 OLSEN, SUSAN & MARTIN - AREA VAR
336 SYCAMORE DRIVE (63-4-16)

APPROVED

4/03

APPLICATION FEE (DUE AT TIME OF FILLING OF APPLICATION)

FILE # 03-08 TYPE: AREA ☒ USE _____

APPLICANT: Susan & Martin Olson
80 Brown's Road
Walden, N.Y. 12586

TELE: _____

RESIDENTIAL: \$ 50.00 CHECK # 3711
 COMMERCIAL: \$150.00 CHECK # _____
 INTERPRETATION: \$150.00 CHECK # _____

ESCROW: 300.00 / \$500.00 CHECK # 3712

DISBURSEMENTS:

	MINUTES \$4.50 PER PAGE	ATTORNEY FEES \$35.00 / MEETING
PRELIM..... <u>2/10/03</u>	\$ <u>13.50</u>	\$ <u>35.00</u>
2 ND PRELIM.....	_____	_____
3 RD PRELIM.....	_____	_____
PUB HEARING.. <u>3/24</u>	<u>13.50</u>	<u>35.00</u>
PUB HEARING (CONT')...	_____	_____
TOTAL	\$ <u><u>27.00</u></u>	\$ <u><u>70.00</u></u>

OTHER CHARGES:..... \$ _____

• • • • •

ESCROW POSTED: \$ 300.00
 AMOUNT DUE: \$ _____
 REFUND DUE: \$ 203.00

COMMERCIAL: \$150.00 CHECK # _____
INTERPRETATION: \$150.00 CHECK # _____
ESCROW: 300.00 / \$500.00 CHECK # 3712

DISBURSEMENTS:

	<u>MINUTES</u> <u>\$4.50 PER PAGE</u>	<u>ATTORNEY FEES</u> <u>\$35.00 / MEETING</u>
PRELIM.....2/10/03.....	\$ 13.50	\$ 35.00
2 ND PRELIM.....	_____	_____
3 RD PRELIM.....	_____	_____
PUB HEARING...3/24.....	13.50	35.00
PUB HEARING (CON'T)...	_____	_____
TOTAL	\$ 27.00	\$ 70.00

OTHER CHARGES:..... \$ _____

* * * * *

ESCROW POSTED: \$ 300.00
AMOUNT DUE: \$ _____
REFUND DUE: \$ 203.00









Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4615
Fax: (845) 563-4695

OFFICE OF THE ZONING BOARD OF APPEALS

April 29, 2003

Martin & Susan Olsen
80 Brown's Road
Walden, NY 12586

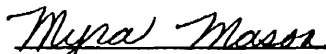
SUBJECT: 63-4-16 VARIANCE REQUEST

Dear Mr. & Mrs. Olsen:

Please find enclosed two copies of the Formal Decision for your case before the Zoning Board of Appeals. Please keep these copies in your records for future reference if needed.

If you are in need of any further assistance or have any questions in this matter, please feel free to contact me at the above number.

Very truly yours,


Myra Mason, Secretary to the
NEW WINDSOR ZONING BOARD

MLM:mlm

NEW WINDSOR ZONING BOARD OF APPEALS

SBL: 63-4-16

-----X
In the Matter of the Application of

MEMORANDUM OF
DECISION GRANTING

MARTIN AND SUSAN OLSEN

AREA

CASE #03-08
-----X

WHEREAS, Martin and Susan Olsen, owners of 336 Sycamore Drive, New Windsor, New York, 12553, has made application before the Zoning Board of Appeals for a/an area variance of 16 ft. required minimum side yard setback for existing deck on single-family home in and R-4 zone; and

WHEREAS, a public hearing was held on the March 24th, 2003 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared on behalf of this Application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in favor of or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.
2. The Evidence presented by the Applicant showed that:
 - (a) The property is a residential property located in a neighborhood of residential properties;
 - (b) The deck for which this variance is sought has been in existence for approximately 18 years. During that time there have been no complaints, either formal or informal, about the deck;

- (c) The deck does not create any ponding or collection of water, or any water hazards or divert the flow of water drainage from the property;
- (d) No trees or substantial vegetation were removed in construction of the deck;
- (e) The deck is immediately adjacent to an exit from the house. Without the deck, a person exiting the house would be likely to sustain significant injury from a fall.
- (f) Because of the location of the house on the property, a variance would be required absent the existence of the deck.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variances requested are substantial in relation to the Town regulations but nevertheless are warranted.
4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.
6. The benefit to the Applicant, if the requested variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variances are appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variances.

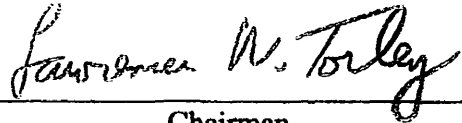
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for an area variance of 16 ft. required minimum side yard setback for existing deck on single-family home in and R-4 zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: April 23, 2003



Chairman

**TOWN OF NEW WINDSOR
ENGINEER, PLANNING BOARD
AND ZONING BOARD OF APPEALS
OFFICE
845-563-4615**

MEMORANDUM

TO: LARRY REIS, COMPTROLLER
FROM: MYRA MASON, SECRETARY TO THE ZONING BOARD
DATE: APRIL 25, 2003
SUBJECT: ESCROW REFUND

**PLEASE ISSUE A CHECK IN THE AMOUNT OF \$ 203.00 TO CLOSE OUT
ESCROW FOR:**

ZBA FILE #03-08

NAME: SUSAN & MARTIN OLSEN

ADDRESS: 80 BROWN'S ROAD

WALDEN, NY 12586

THANK YOU,

MYRA

4/25/03

L.R.

MARTIN & SUSAN OLSEN #03-08

Mr. Martin Olsen appeared before the board for this proposal.

MR. TORLEY: Request for 16 foot required minimum side yard setback for existing deck on single-family home at 336 Sycamore Drive in an R-4 zone. Is there anyone in the audience who wishes to speak to this matter?

MR. OLSEN: I'm just trying to get a variance so I can sell this house. I don't know what else I have to say.

MR. KANE: The existing deck, how many years has it been up?

MR. OLSEN: Eighteen years.

MR. KANE: Any complaints formally or informally about the deck?

MR. OLSEN: No.

MR. KANE: Any creation of water hazards or runoffs?

MR. OLSEN: No.

MR. KANE: Any cutting down of trees, major trees?

MR. OLSEN: I have not idea, it was before I bought the house but I don't think so.

MR. TORLEY: It would be an economic hardship to so move the deck to comply with the zoning codes?

MR. OLSEN: Yeah.

MR. KANE: How many feet off the ground is the level of the deck?

MR. OLSEN: I'd say about as high as this (indicating).

MR. KANE: Is there a door coming out from the house to the deck?

MR. OLSEN: Yes.

MR. KANE: Without the deck, would you consider it a safety hazard?

MR. OLSEN: Yeah.

MR. TORLEY: Mike, this house absent the deck would still require a rear yard variance, wouldn't it? I can't read the distance.

MR. OLSEN: Mathematically.

MR. BABCOCK: Yes.

MR. OLSEN: Deck is eight feet wide.

MR. BABCOCK: Rear yard.

MR. OLSEN: Side.

MR. BABCOCK: Side yard.

MR. TORLEY: So you need a variance for the house in any case looks like it's not 20 feet from the side yard all the way back anyhow, get it all cleaned up for the same money.

MR. BABCOCK: Yeah, I'm sure that's non-conforming, Mr. Chairman.

MR. TORLEY: So by granting a variance for the deck would also clean up any problems with the main structure of the house itself.

MR. KANE: It should.

MR. BABCOCK: Yes.

MR. RIVERA: How many notices were sent out?

MS. MASON: On March 5, 30 addressed envelopes containing the public hearing notice were mailed.

MR. TORLEY: Once again, is there anyone in the public

March 24, 2003

20

who wishes to speak on this? Again, let the record show there is none.

MR. KRIEGER: Is the deck similar in size and appearance to other decks in the neighborhood?

MR. OLSEN: Small.

MR. KRIEGER: Similar?

MR. OLSEN: Yes.

MR. KANE: Accept a motion?

MR. TORLEY: Yes, sir.

MR. KANE: I move we approve the requested variance of Martin and Susan Olsen at 336 Sycamore Drive.

MR. RIVERA: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE



RESULTS OF Z.B.A. MEETING OF: March 24, 2008

PROJECT: Martin & Susan Olsen

ZBA # 03-08

P.B.# _____



USE VARIANCE: NEED: EAF _____ PROXY _____

LEAD AGENCY: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

NEGATIVE DEC: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

PUBLIC HEARING: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

APPROVED: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

ALL VARIANCES - PRELIMINARY APPEARANCE:

SCHEDULE PUBLIC HEARING: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____
REIS _____ CARRIED: Y _____ N _____
KANE _____
TORLEY _____

PUBLIC HEARING: STATEMENT OF MAILING READ INTO MINUTES ✓

VARIANCE APPROVED: M) K S) _____ VOTE: A 4 N 0.

RIVERA A
~~MCDONALD~~ _____
REIS A
KANE A
TORLEY A

CARRIED: Y ✓ N _____.

No Trees cut

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4615 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: January 30, 2003

APPLICANT: MARTIN OLSEN
336 SYCAMORE DR.
NEW WINDSOR, NY 12553

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: January 30, 2003

FOR : EXISTING 8X12 FT. DECK

LOCATED AT: 336 SYCAMORE DR.

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION 63 /BLOCK 4/LOT 16

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. EXISTING DECK DOES NOT MEET MINIMUM SIDE-YARD SET-BACK.


BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: G-6

MIN. LOT AREA:

MIN LOT WIDTH:

REQ=D.. FRONT YD:

REQ=D. SIDE YD: 20FT.

4FT.

16FT.

REQD. TOTAL SIDE YD:

REQ=D REAR YD:

REQ=D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

1/30/03 Sent Application

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and under slab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

RECEIVED

JAN 28 2003

FOR OFFICE USE ONLY:
Building Permit #: PA 2003-0082

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS REQUIRED BEFORE THE BUILDING PERMIT APPLICATION WILL BE ACCEPTED AND/OR ISSUED

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Susan E. + Martin Olsen

Address 336 SYCAMORE DR. NEW WINDSOR 12553 Phone # 845 778 0637

Mailing Address 80 BROWNS RD WALDEN NY 12586 Fax # _____

Name of Architect _____

Address _____ Phone _____

Name of Contractor _____

Address _____ Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder _____

If applicant is a corporation, signature of duly authorized officer _____

(Name and title of corporate officer)

1. On what street is property located? On the _____ side of _____
(N, S, E or W)
and _____ feet from the intersection of _____

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N _____

3. Tax Map Description: Section 63 Block 4 Lot 16

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy _____ b. Intended use and occupancy _____

5. Nature of work (check if applicable) ☐ New Bldg. ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☒ Other

6. Is this a corner lot? No

7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____

8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____
Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

10. Estimated cost _____

Fee

\$50.00
yut fck 3708 sss
1/28/03

PAID

date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Liel & Louis Krychear
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(845) 563-4618
(845) 563-4665 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, place or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

336 Sycamore Dr N. Windsor 12553

(Address of Applicant)

(Owner's Signature)

80 Browns Rd Walden NY 12586

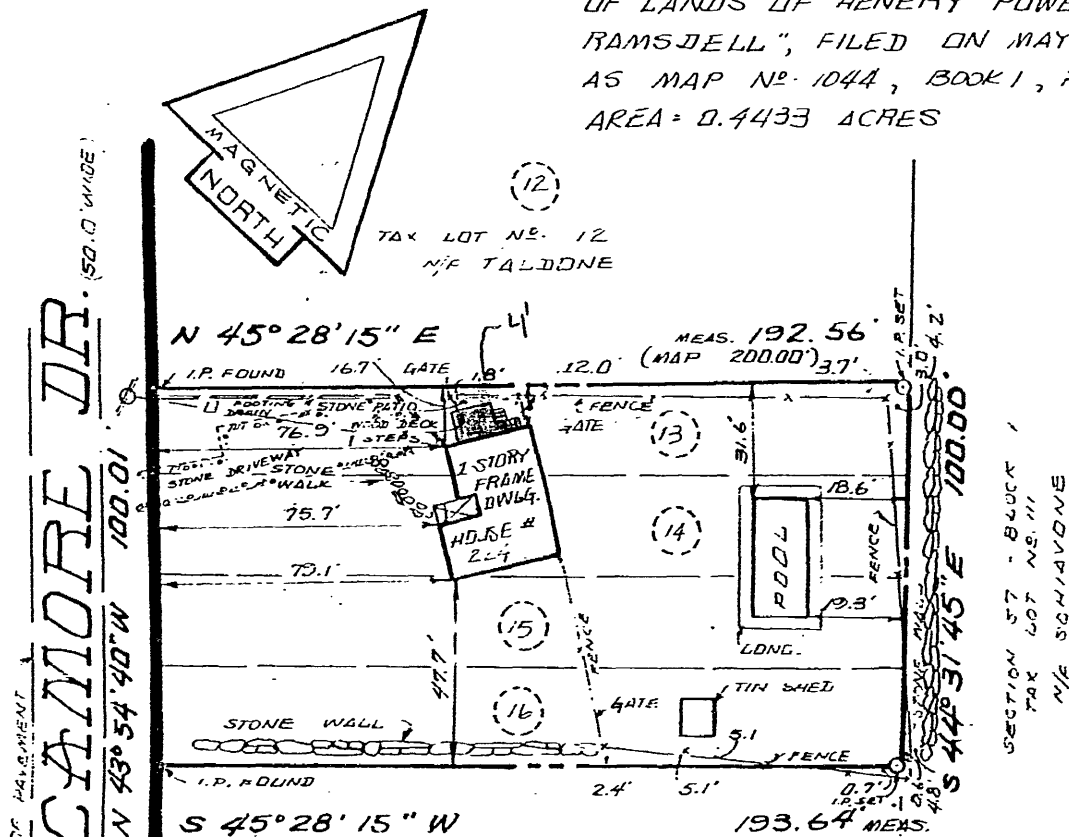
(Owner's Address)

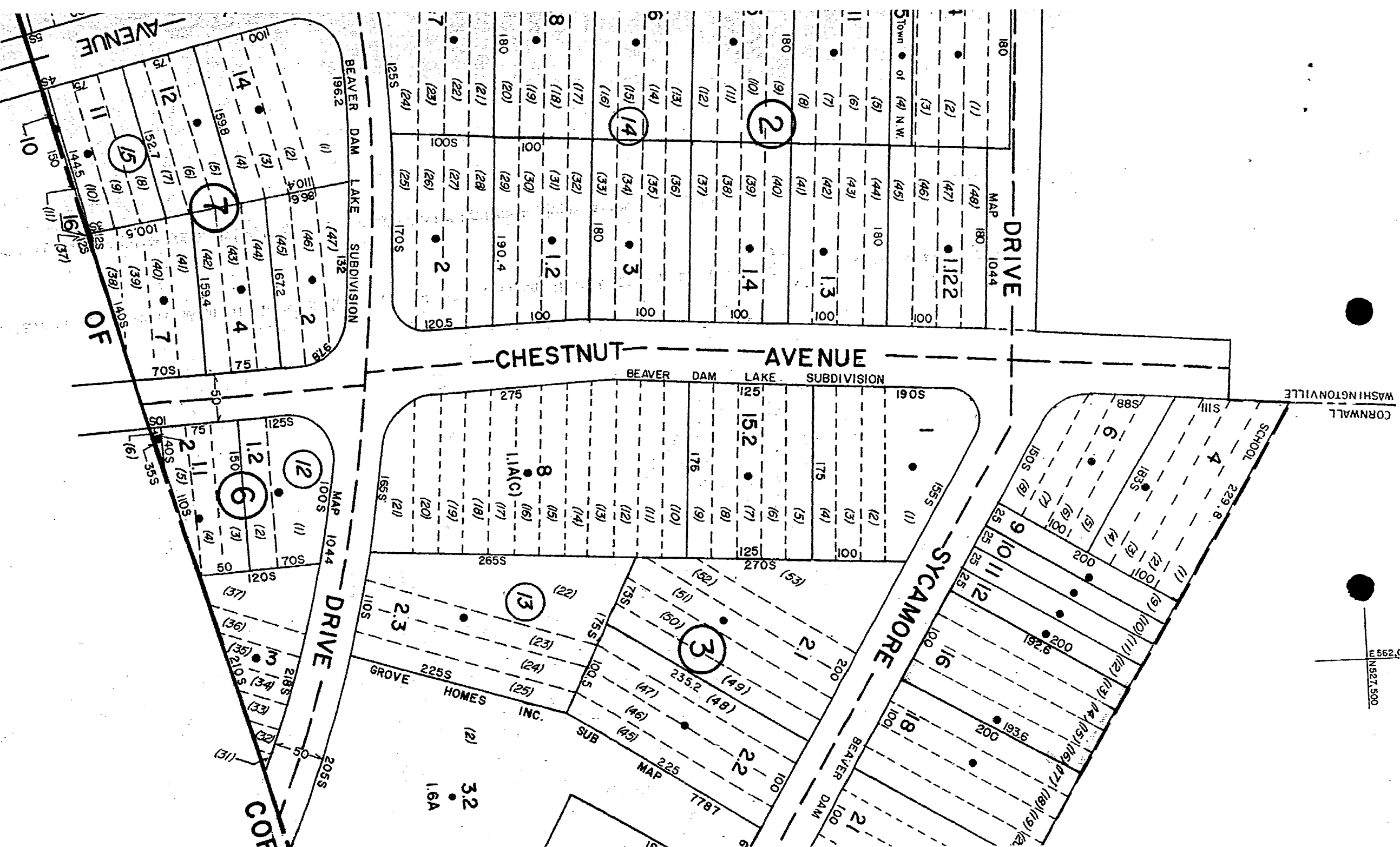
PLOT PLAN

Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawing.

OF THE

BEING TAX LOT NO. 16 IN BLOCK 4 AS
SHOWN ON SECTION 63 OF THE TOWN
OF NEW WINDSOR TAX MAP.
ALSO BEING LOTS 13, 14, 15, AND 16
IN BLOCK 9, ON A MAP ENTITLED,
"BEAVER DAM LAKE SECTION 1 - MAP
OF LANDS OF HENERY POWELL
RAMSDJELL", FILED ON MAY 5, 1931,
AS MAP NO. 1044, BOOK 1, PAGE 56-59.
AREA = 0.4433 ACRES





**ZONING BOARD OF APPEALS: TOWN OF NEW WINDSOR
COUNTY OF ORANGE: STATE OF NEW YORK**

-----X

In the Matter of the Application for Variance of

MARTIN AND SUSAN OLSEN

AFFIDAVIT OF
SERVICE
BY MAIL

#03-08

_____ X

STATE OF NEW YORK)

) SS:

COUNTY OF ORANGE)

MYRA L. MASON, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 67 Bethlehem Road, New Windsor, NY 12553.

That on the 5TH day of MARCH, 2003, I compared the 30 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor's Office regarding the above application for a variance and I find that the addresses are identical to the list received. I then placed the envelopes in a U.S. Depository within the Town of New Windsor.

Sworn to before me this

Myra L. Mason

Myra L. Mason, Secretary

5th day of March, 2003

[Signature]
Notary Public

JENNIFER MEAD
Notary Public, State Of New York
No. 01ME6050024
Qualified in Orange County
Commission Expires 10/30/2006

PUBLIC HEARING NOTICE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 03-08

Request of MARTIN AND SUSAN OLSEN

for a VARIANCE of the Zoning Local Law to Permit:

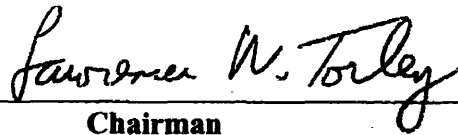
Request for 16 foot Required Minimum Side Yard Setback for existing deck on single-family home

being a VARIANCE of Section Bulk Tables R-4 (G-6)

for property located at: 336 Sycamore Drive

known and designated as tax map Section 63 Block 4 Lot 16

**PUBLIC HEARING will take place on March 24th, 2003
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York
beginning at 7:30 P.M.**


Chairman



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

March 1, 2003

Martin & Susan Olsen
80 Brown's Road
Walden, NY 12586

Re: 63-4-16 ZBA#03-08

Dear Mr. & Mrs. Olsen:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$45.00, minus your deposit of \$25.00.

Please remit the balance of \$20.00 to the Town Clerk's Office.

Sincerely,

A handwritten signature in cursive script, reading "J. Todd Wiley". The signature is enclosed in a circular stamp or seal.

J. Todd Wiley
Sole Assessor

JTW/lrd
Attachments

CC: Myra Mason, ZBA

57-1-39.15 & 57-1-39.16
Brian & Debora Arena
354 Chestnut Avenue
New Windsor, NY 12553

63-2-1.2
Jim & Theresa Eggers
317 Chestnut Avenue
New Windsor, NY 12553

63-3-3.2
Christopher & Joanne Carter
315 Sycamore Drive
New Windsor, NY 12553

57-1-39.17
Eugene & Dorothy Kasello
344 Chestnut Avenue
New Windsor, NY 12553

63-2-1.3
Gerald & Mary Louise Corbett
329 Chestnut Avenue
New Windsor, NY 12553

63-3-8
Eugene & Emily Cocozza
314 Chestnut Avenue
New Windsor, NY 12553

57-1-39.18
James & Debra Quartuccio
340 Chestnut Avenue
New Windsor, NY 12553

63-2-1.4
Margaret De Simone
325 Chestnut Avenue
New Windsor, NY 12553

63-3-15.2
William & Alison Brand
324 Chestnut Avenue
New Windsor, NY 12553

57-1-111.1
George & Erika Galiatsos
21 Rick Drive
New Windsor, NY 12553

63-2-1.5
Raymond & Nancy Makofske
328 Hickory Avenue
New Windsor, NY 12553

63-4-4 & 63-4-6
Audie & Milagros Soto
350 Sycamore Drive
New Windsor, NY 12553

57-1-111.2
John & Sarah O'Gorman
29 Rick Drive
New Windsor, NY 12553

63-2-3
Michael & Dorene McCann
321 Chestnut Avenue
New Windsor, NY 12553

63-4-9 & 63-4-10 & 63-4-11 & 63-4-12
John & Lena Taldone
2069 Springridge Drive
Las Vegas, Nevada 89134

57-1-111.3
Robert, Kimberly & Joseph Mauro
30 Rick Drive
New Windsor, NY 12553

63-2-4
Keith & Sandra April Gise
338 Hickory Avenue
New Windsor, NY 12553

63-4-18
Robert & Joanne Natale
332 Sycamore Drive
New Windsor, NY 12553

57-1-111.4
Albert & Athena Nasta
22 Rick Drive
New Windsor, NY 12553

63-3-1
Richard & Gail Gorglione
331 Sycamore Drive
New Windsor, NY 12553

63-4-21
Michael & Stacylyn Guida
328 Sycamore Drive
New Windsor, NY 12553

57-1-127
Consolidated Rail Corporation
Property Tax Department
PO Box 8499
Philadelphia, PA 19101

63-3-2.1 & 63-3-2.3
Catherine Anderson
323 Sycamore Drive
New Windsor, NY 12553

63-4-22.1
Salvatore & Joann Catania
324 Sycamore Drive
New Windsor, NY 12553

63-2-1.11
Ernest & Diane Saporito
332 Hickory Avenue
New Windsor, NY 12553

63-3-2.2
Vladimer, Aleksander & Oleg Zhukovskiy
317 Sycamore Drive
New Windsor, NY 12553

63-4-22.21
Jennifer Brosnan
Donna Beyer
318 Sycamore Drive
New Windsor, NY 12553

63-2-1.122
Ruth Hedenkamp
333 Chestnut Avenue
New Windsor, NY 12553

63-3-3.1
Vincent & Hope Stanzione
311 Sycamore Drive
New Windsor, NY 12553

63-4-22.23
Paul & Irene Dunne
314 Sycamore Drive
New Windsor, NY 12553



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4615
Fax: (845) 563-4695

ZONING BOARD OF APPEALS

March 19, 2003

Mr. & Mrs. Martin Olsen
80 Browns Road
Walden, NY 12586

SUBJECT: PUBLIC HEARING - 336 SYCAMORE DRIVE

Dear Mr. & Mrs. Olsen:

This is just a reminder that your Public Hearing before the Zoning Board of Appeals for your requested variance at:

336 Sycamore Drive
New Windsor, NY

is scheduled for the March 24th, 2003 agenda.

This meeting starts at 7:30 p.m. and is held in the Town Meeting Room at Town Hall. If you have any questions or concerns in this matter, please feel free to contact me.

Very truly yours,

Myra Mason, Secretary
Zoning Board of Appeals

MLM:mlm

SUSAN AND MARTIN OLSEN #03-08

Mr. and Mrs. Martin Olsen appeared before the board for this proposal.

MR. TORLEY: Request for 16 ft. side yard setback for existing deck on Sycamore Drive in an R-4 zone.

MR. KANE: How long has the deck been up?

MR. OLSEN: Eighteen years that I know of.

MR. KANE: Any complaints formally or informally on the deck?

MR. OLSEN: No.

MR. KANE: Creation of water hazards or runoffs from the deck?

MR. OLSEN: No.

MR. KANE: Tell me a little bit about the deck, how high off the ground?

MR. OLSEN: Probably about hip high, something like that, it's 8 x 12 and it's used as an entrance.

MR. KANE: There's a door coming off the back of the house?

MR. OLSEN: Off the side.

MR. KANE: So without the deck, it would be a safety hazard?

MR. OLSEN: Either that or a jump off spot.

MR. MC DONALD: Somebody could fall?

MR. OLSEN: Oh, yes.

MR. REIS: What brings you to the board?

MR. OLSEN: Trying to sell the house and the bank

wanted to have this cleared up before they proceeded on giving the purchaser a mortgage.

MR. MC DONALD: Other decks in the area similar to yours?

MR. OLSEN: Most are larger than mine.

MR. TORLEY: We'll be asking the same kind of questions at the public hearing, this is just a rehearsal.

MR. OLSEN: Okay.

MR. KANE: Some towns you come in and what you're doing right now would be it and you live and die on that decision. So if you're not prepared, you're out of luck, also out whatever money you put down. So this way, it's better, you have an idea of what we're looking for. Cut down any trees?

MR. OLSEN: I didn't put the deck up.

MR. KANE: Deck was existing?

MR. OLSEN: Yes, when I purchased the house, it was there.

MR. KANE: You'll have to meet all the building inspector's standards for the deck.

MR. OLSEN: Yes, I'm aware of that. We had an engineer out there to check that already.

MR. MC DONALD: Accept a motion?

MR. TORLEY: Yes, sir.

MR. MC DONALD: Make a motion we set Susan and Martin Olsen up for a 16 foot side yard variance.

MR. RIVERA: Second it.

ROLL CALL

MR. KANE

AYE

February 10, 2003

15

MR. REIS	AYE
MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. TORLEY	AYE

TOWN OF NEW WINDSOR

REQUEST FOR NOTIFICATION LIST

DATE: 02/11/03 PROJECT NUMBER: ZBA# 03-08 P.B. # _____

APPLICANT NAME: MARTIN OLSEN

PERSON TO NOTIFY TO PICK UP LIST:

MARTIN OR SUSAN OLSEN
80 BROWN'S ROAD
WALDEN, NY 12586

TELEPHONE: 778-0637

TAX MAP NUMBER:	SEC. <u>63</u>	BLOCK <u>4</u>	LOT <u>16</u>
	SEC. _____	BLOCK _____	LOT _____
	SEC. _____	BLOCK _____	LOT _____

PROPERTY LOCATION: 336 SYCAMORE DRIVE
NEW WINDSOR, NY

THIS LIST IS BEING REQUESTED BY:

NEW WINDSOR PLANNING BOARD: _____

SITE PLAN OR SUBDIVISION: (ABUTTING AND ACROSS ANY STREET) _____

SPECIAL PERMIT ONLY: (ANYONE WITHIN 500 FEET) _____

AGRICULTURAL DISTRICT:
 (ANYONE WITHIN THE AG DISTRICT WHICH IS WITHIN 500'
 OF SITE PLAN OR SUBDIVISION PROJECT) _____

❖ ❖

NEW WINDSOR ZONING BOARD XXX

LIST WILL CONSIST OF ALL PROPERTY WITHIN 500 FEET OF PROJECT XXX

❖ ❖

AMOUNT OF DEPOSIT: \$25.00 CHECK NUMBER: 3713

TOTAL CHARGES: _____



RESULTS OF Z.B. MEETING OF: February 10, 2003

PROJECT: Martin & Susan Obser - Preliminary ZBA # 03-08
P.B.# _____



USE VARIANCE: NEED: EAF _____ PROXY _____

LEAD AGENCY: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

NEGATIVE DEC: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

PUBLIC HEARING: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

APPROVED: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

ALL VARIANCES - PRELIMINARY APPEARANCE:

SCHEDULE PUBLIC HEARING: M) M S) R VOTE: A 5 N 0
RIVERA A
MCDONALD A
REIS A
KANE A
TORLEY A
CARRIED: Y ✓ N _____

PUBLIC HEARING: STATEMENT OF MAILING READ INTO MINUTES _____

VARIANCE APPROVED: M) _____ S) _____ VOTE: A _____ N _____.

RIVERA _____
MC DONALD _____ CARRIED: Y _____ N _____.
REIS _____
KANE _____
TORLEY _____

Deck was existing - Engineer c



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4615
Fax: (845) 563-4695

ZONING BOARD OF APPEALS

February 6, 2003

Mr. & Mrs. Martin Olsen
80 Browns Road
Walden, NY 12586

SUBJECT: ZBA FILE #03-08 - REQUEST FOR VARIANCE

Dear Mr. & Mrs. Olsen:

This letter is to inform you that you have been placed on the February 10th, 2003 agenda for the Zoning Board of Appeals to discuss your request for a variance at:

336 Sycamore Drive
New Windsor, NY
Tax Map #63-4-16

This meeting starts at 7:30 p.m. and is held in the Town Meeting Room at Town Hall. If you have a problem with this time and/or date, please contact me at the above number and we will reschedule your appearance. If you have any further questions, please feel free to contact me.

Very truly yours,

Myra Mason, Secretary
Zoning Board of Appeals

MLM:mlm

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

RECEIPT OF ESCROW RECEIVED:

DATE RECEIVED: 02-05-03

FOR: 03-08

FROM: SUSAN & MARTIN OLSEN

80 BROWNS ROAD


WALDEN, NY 12586

Note near address
OK y

CHECK NUMBER: 3712

AMOUNT: 300.00

RECEIVED AT COMPTROLLER'S OFFICE BY:



NAME DATE

PLEASE RETURN SIGNED COPY TO MYRA FOR FILING

THANK YOU



**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**



APPLICATION FOR VARIANCE

Feb 5 2003 Application Type: Use Variance ☐ Area Variance ☒
Date Sign Variance ☐ Interpretation ☐

I. **Owner Information:** Phone Number: (845) 778-0637
Susan + Martin Olsen Fax Number: ()
(Name)
80 Browns Rd Walden, NY 12586
(Address)

II. **Purchaser or Lessee:** Phone Number: ()
Tamara Dreyer Fax Number: ()
(Name)
18 Veronica Ave. New Windsor NY 12553
(Address)

III. **Attorney:** Phone Number: (845) 565 0070
Mark Kerchman Fax Number: ()
(Name)
310 Fullerton Ave. Newburgh, NY 12550
(Address)

IV. **Contractor/Engineer/Architect/Surveyor/:** Phone Number ()
 Fax Number: ()

(Name)

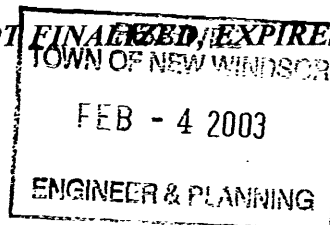
(Address)

V. **Property Information:**

Zone: R4 Property Address in Question: 336 Sycamore Dr.
0.4433 Lot Size: 100' x 200' Tax Map Number: Section 63 Block 4 Lot 16
acres
a. What other zones lie within 500 feet? _____
b. Is pending sale or lease subject to ZBA approval of this Application? _____
c. When was property purchased by present owner? Aug. 1985
d. Has property been subdivided previously? NO If so, When: _____
e. Has an Order to Remedy Violation been issued against the property by the
Building/Zoning/Fire Inspector? NO
f. Is there any outside storage at the property now or is any proposed? NO

****PLEASE NOTE:****

THIS APPLICATION, IF NOT **FINALIZED/EXPIRES** ONE YEAR FROM THE DATE OF SUBMITTAL.



03-08

**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**

APPLICATION FOR VARIANCE - continued

VIII. AREA VARIANCE: (This information will be on your Building Department Denial form you receive)

Area Variance requested from New Windsor Zoning Local Law,

Section 63, Table of _____ Regs., Col. _____.

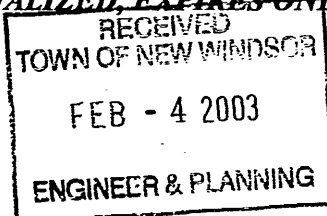
	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area			
Min. Lot Width			
Reqd. Front Yd.			
Reqd. Side Yd.	<u>20 ft</u>	<u>4 ft</u>	<u>16 ft</u>
Reqd. Rear Yd.			
Reqd. St Front*			
Max. Bldg. Hgt.			
Min. Floor Area*			
Dev. Coverage*			
Floor Area Ration**			
Parking Area			

*Residential Districts Only

**Non-Residential Districts Only

PLEASE NOTE:

THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.



03-08

**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**

APPLICATION FOR VARIANCE - continued

- IX. In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

After reading the above paragraph, please describe why you believe the ZBA should grant your application for an Area Variance:

See Attached on Back →

PLEASE NOTE:

THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.

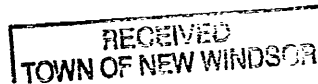
FEB - 4 2003

ENGINEER & PLANNING

03-08

The house we purchased in Aug. 1985 at 336 Sycamore Dr. came with attached ^{8x12} deck, as is. Now we are in contract to sell and have advertized the house with same deck. To complete this sale we are applying for an area variance as, we think, the best solution to this problem.

(rather than demolition and monetary compensation for deck ^{to buyer}. Also the lot next door is wooded lot, ^{as yet} undeveloped, with which deck side borders)



XII. ADDITIONAL COMMENTS:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaped, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)
-
-
-

XIII. ATTACHMENTS REQUIRED:

- ☒ Copy of contract of sale, lease or franchise agreement. Copy of deed and title policy.
- ☐ Copy of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☐ Copies of signs with dimensions and location.
- ☒ Three checks: (each payable to the TOWN OF NEW WINDSOR)
- ☒ One in the amount of \$ 300.00 or 500.00 (escrow)
- ☒ One in the amount of \$ 50.00 or 150.00 (application fee)
- ☒ One in the amount of \$ 25.00 (Public Hearing List Deposit)
- ☒ Photographs of existing premises from several angles.

XIV. AFFIDAVIT.

STATE OF NEW YORK)

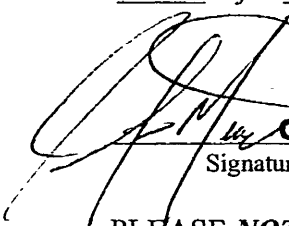
) SS.:

COUNTY OF ORANGE)

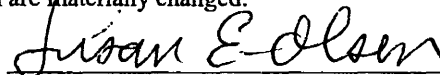
The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/her information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Sworn to before me this:

4th day of February 2003.


JENNIFER MEAD
Notary Public, State Of New York
No. 01ME6050024
Qualified In Orange County
Commission Expires 10/30/2006

Signature and Stamp of Notary



Owner's Signature (Notarized)

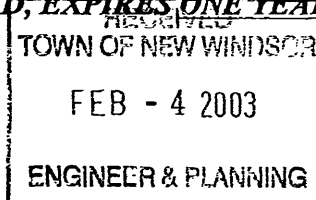


Owner's Name (Please Print)

Applicant's Signature (If not Owner)

PLEASE NOTE:

THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.



03-08

Contract #336 Signed 12/16/02
Sycamore

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION,

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

RESIDENTIAL CONTRACT OF SALE

Contract of Sale made as of

BETWEEN

Martin Olsen and Susan Olsen, fka Susan Entwistle, residing at 336 Sycamore Drive, New Windsor, New York 12553,

Address:

Social Security Number/Fed. I.D. No(s):

hereinafter called "Seller" and

Tamara Dreyer residing at 18 Veronica Avenue, New Windsor, New York 12553,

Address:

Social Security Number/Fed. I.D. No(s):

hereinafter called "Purchaser"

The parties hereby agree as follows:

1. Premises. Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: 336 Sycamore Drive

New Windsor, New York

Tax Map Designation:

63-4-16

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

3. Purchase Price. The purchase price is One Hundred ~~Subj Four Thousand Six Hundred Ninety Seven~~ + 00/100 (\$64,697.00)
payable as follows:

(a) on the signing of this contract, by Purchaser's check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"):

Includes \$500.00 binder \$ 5000.00

~~(b) by allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed:~~

\$

~~(c) by a purchase money note and mortgage from Purchaser to Seller:~~

\$

2. **Personal Property.** This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV aerials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built ins not excluded below *(strike out inapplicable items)*.

Dishwasher, dryer, oven/range, refrigerator, washer, pool, pool supplies and equipment, ceiling fans, kerosene heating unit, all to the extent they presently exist.

Excluded from this sale are furniture and household furnishings and

(d) balance at Closing in accordance with paragraph 7:

\$ 159,697.00

4. ~~Existing Mortgage. (Delete if inapplicable)~~ If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above:

~~(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with interest at the rate of percent per annum, in monthly installments of \$ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on~~

~~(b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.~~

~~(c) If there is a mortgage escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.~~

03-08

~~(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.~~

~~(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.~~

~~5. Purchase Money Mortgage. (Delete if inapplicable) If there is to be a purchase money mortgage as indicated in paragraph 3(c) above:~~

~~(a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of for its preparation.~~

Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and

~~—(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than _____ percent per annum and the total debt service thereunder shall not be greater than \$ _____ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.~~

6. Downpayment in Escrow. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at

until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall *(not) (Delete if inapplicable)* hold the Downpayment in an interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the

severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

7. Acceptable Funds. All money payable under this contract, unless otherwise specified, shall be paid by:

(a) Cash, but not over \$ 1,000.00;

(b) Good certified check of Purchaser

drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less

than 3 business days notice (by telephone or otherwise) to Purchaser;

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$ _____; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

8. Mortgage Contingency. *(Delete if inapplicable)*

(a) The obligations of Purchaser hereunder are conditioned upon issuance on or before _____, (the "Commitment Date") of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$ _____ or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate of interest not to exceed _____ or initial adjustable rate of interest not to exceed for a term of at least _____

years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender. For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans. Purchaser shall (i) Make Prompt application to an Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, (v) cooperate in good faith with such Institutional Lender

Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in paragraph 8(a)(i) of this contract, and that Purchaser's cooperation in good faith with such Mortgage Broker to obtain a commitment from an Institutional Lender (together with Purchaser's cooperation in good faith with any Institutional Lender to which Purchaser's application has been submitted by such Mortgage Broker), and the prompt giving of Notice by Purchaser to Seller of the name and address of each Mortgage Broker to which Purchaser has submitted such an application shall constitute full compliance with the terms and conditions set forth in paragraph 8(a)(v) and (vi) of this contract.

9. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;

(b) consents for the erection of any structures on, under or above any streets on which the Premises abut;

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(d) Real estate taxes that are a lien, but are not yet due and payable-, and

(e) The other matters, if any, including a survey exception, set forth in a Rider attached.

10. Governmental Violations and Orders. (a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date hereof by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.

to obtain such commitment and (vi) promptly give Notice to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, in which case this contract shall be deemed canceled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph. (Delete if inapplicable) (b) Purchaser and Seller agree that the submission of an application to a mortgage broker registered pursuant to Article 12-D of the New York

(b) *(Delete if inapplicable)* All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.

11. Seller's Representations. (a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have a right of access to a public road;

(ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

(iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

(iv) The Premises are not affected by any exemptions or abatements of taxes; and

(v) Seller has been known by no other name for the past ten years, except

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. Condition of Property. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(f)), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. Insurable Title. Seller shall give and Purchaser shall accept such title as a licensed title company shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(b) The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a family dwelling at the date of Closing.

(c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law"); or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Gains Tax Law and, at Closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon. Seller shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and (y) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof. The provisions of this contract shall survive Closing.

14. Closing, Deed and Title. (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law,

(b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

15. Closing Date and Place. Closing shall take place at the office of

at o'clock on

or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of

16. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are

(d) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(e) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of Leases or tenancies, together with keys to the Premises.

(f) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing.

(g) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.

(h) The delivery by the parties of any other affidavits required as a condition of recording the deed.

17. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

18. Apportionment's and Other Adjustments; Water Meter and Installment Assessments. (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:

(i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) interest on the existing mortgage; (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closing; (v) vault charges; (vi) rents as and when collected.

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

(d) If at the date of Closing the Premises are affected by an encumbrance which is or may become

Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

21. Title Examination; Sellers Inability to Convey; Limitations of Liability. (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b)(i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing

payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionment's or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

19. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

20. Use of Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharges but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's institutional Lender clear of such matters.

hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is canceled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or other-wise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless canceled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

22. Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller,

Seller shall deliver an affidavit at Closing showing that they are not against Seller.

23. Defaults and Remedies. (a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

24. Purchaser's Lien. All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

25. Notices. Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

26. No Assignment. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

27. Broker. Seller and Purchaser each

represents and warrants to the other that it has not dealt with any real estate broker in connection with this sale other than

("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

28. Miscellaneous. (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract,

(b) Neither this contract nor any provision thereof may be waived, changed or canceled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract,

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This Subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

THE BLANKS IN PARAGRAPHS 6 -28 ARE INTENTIONAL AND SAID PARAGRAPHS ARE SUPPLEMENTED BY THE RIDER ATTACHED HERETO WHICH IS AN INTEGRAL PART OF THIS CONTRACT OF SALE.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto:

Martin Olsen

Seller

Tamara Dreyer
Purchaser

Susan Olsen

Seller

Purchaser

Attorney for Seller: Marc Kerchman

Attorney for Purchaser: Darryl J. Dreyer, Esq.
Silver, Forrester, etal

Address: 310 Fullerton Avenue
Newburgh, New York
12550

Address: 3250 Route 9W
Newburgh, New York
12550

Telephone: 565-0070
Fax: 565-0097

Telephone: 562-9020
Fax:

EPA and HUD Lead Paint Regulations: Owners of pre-1978 housing must disclose known lead-based paint hazards to purchasers.

CONTRACT OF SALE

Olsen

TO

Dreyer

PREMISES

GRID #

Section 63

Block 4

Lot 16

County of Orange/New Windsor

Street Number Address: 336 Sycamore Drive

**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
SALES**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (Check (i) or (ii) below)

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*

(e) ☐ Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10 day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ☐ Agent has informed the lessor of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

Seller	Date	Seller	Date
<u><i>Thomas L. Meyer</i></u>	<u>12/13/02</u>		
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

SCHEDULE A (Description)

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, being more particularly described as follows:

BEING lots #13, 14, 15 & 16 in Block "9" as shown on a map entitled "Beaver Dam Lake Section One - Map Of Lands Of Henry Powell Ramsdall" filed in the Orange County Clerk's office on May 5, 1931 as Map #1044. Being more particularly bounded and described as follows:

BEGINNING at a point in the assumed northeasterly line of Sycamore Drive as established by the existing field monumentation, where the same is intersected by the dividing line between Lot #12 and #13 in Block "9" as shown on said "Beaver Dam Lake" Map; and running thence,

- (1) N 45° 28' 15" E 192.56' along the dividing line between Lots #12 & #13 to a point in the southwesterly line of lands now or formerly of Schiavone; thence,
- (2) S 44° 31' 45" E 100.00' along lands now or formerly of Schiavone to a point; thence,
- (3) S 45° 28' 15" W 193.64' along the dividing line between lots #16 & #17 in Block "9" as shown on said "Beaver Dam Lake Section One" map to a point in the assumed northeasterly line of Sycamore Drive; thence,
- (4) N 43° 45' 40" W 100.01' along the assumed northeasterly line of Sycamore Drive to the point or place of beginning.

Containing 0.4433 acres of land more or less.

TOGETHER with an easement or right of way as an appurtenance to said premises over all streets and parkways shown on said map, and the right to use the Lake shown on said map for boating, fishing, recreation and sports insofar as the party of the first part has the right to grant such use to the party of the second part; without recourse, however, to the party of the first part, her heirs, executors, administrators or assigns, for any claim of damages, cause of action or claim or liability for injury or death caused by or arising from or by reason of the use of said streets and parkways or said Lake, by the party of the second part, their heirs or assigns.

SUBJECT to any state or facts an accurate survey may disclose. SUBJECT to covenants, easements and restrictions of record.

BEING the same premises described in a deed from John A. Van Regenmortel and Dawn D. Van Regenmortel, his wife, to Clifford T. Milo, dated 8/14/73 and recorded 8/15/73 in Liber 1951 at page 1110.

Property Condition Disclosure Statement

Name of seller or sellers: Martin + Susan OLSEN
Property address: 336 SYCAMORE DR. NEW Windsor NY 12553

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This disclosure statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instructions to the seller:

- (a) Answer all questions based upon your actual knowledge.
- (b) Attach additional pages with your signature if additional space is required.
- (c) Complete this form yourself.
- (d) If some items do not apply to your property, check "NA" (non-applicable). If you do not know the answer check "UNKN" (unknown).

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

General Information

- 1. How long have you owned the property? 17 yrs 3 mos.
- 2. How long have you occupied the property? same
- 3. What is the age of the structure or structures? 42 yr
Note to buyer- If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
- 4. Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Yes ☒ No ☐ UNKN NA
- 5. Does anybody else claim to own any part of your property? Yes ☒ No ☐ UNKN NA (if yes, explain below)

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property?
Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
7. Are there any features of the property shared in common with adjoining land owners or a homeowners association, such as walls, fences or driveways? Yes ☒ No ☐ UNKN ☐ NA (if yes describe below)
8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
9. Are there certificates of occupancy related to the property? Yes ☒ No ☐ UNKN ☐ NA (if no, explain below)

Environmental

Note to Seller - In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short- or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

Note to Buyer - If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
11. Is any or all of the property located in a designated welland? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
12. Is the property located in an agricultural district? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
13. Was the property ever the site of a landfill? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
14. Are there or have there ever been fuel storage tanks above or below the ground on the property?
Yes ☒ No ☐ UNKN ☐ NA
If yes, are they currently in use? Yes ☒ No ☐ UNKN ☐ NA Location(s) East Side of Bldg.
Are they leaking or have they ever leaked? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
15. Is there asbestos in the structure? Yes ☒ No ☐ UNKN ☐ NA (if yes, state location or locations below)
16. Is lead plumbing present? Yes ☒ No ☐ UNKN ☐ NA (if yes, state location or locations below)
17. Has a radon test been done? Yes ☒ No ☐ UNKN ☐ NA (if yes, attach a copy of the report)
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? Yes ☒ No ☐ UNKN ☐ NA (if yes, describe below)
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance?
Yes ☒ No ☐ UNKN ☐ NA (if yes, attach report(s))

Structural

20. Is there any rot or water damage to the structure or structures? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
21. Is there any fire or smoke damage to the structure or structures? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
22. Is there any termite, insect, rodent or pest infestation or damage? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)

23. Has the property been tested for termite, insect, rodent or pest infestation or damage?
Yes ☒ No ☐ UNKN ☐ NA (if yes, please attach report(s))
24. What is the type of roof/roof covering (slate, asphalt, other.)? asphalt
Any known material defects? old
How old is the roof? at least 17 yrs old
Is there a transferable warrantee on the roof in effect now? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions. Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)

Mechanical Systems & Services

26. What is the water source (circle all that apply) ☒ well, ☐ private, ☐ municipal, ☐ other)? If municipal, is it metered?
Yes ☐ No ☐ UNKN ☒ NA
27. Has the water quality and/or flow rate been tested? Yes ☐ No ☒ UNKN ☐ NA (if yes, describe below)
28. What is the type of sewage system (circle all that apply) ☒ public sewer, ☐ private sewer, ☐ septic or cesspool)?
If septic or cesspool, age? _____
Date last pumped? _____
Frequency of pumping? _____
Any known material defects? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
29. Who is your electric service provider? Central Hudson
What is the amperage? 200 amp
Does it have circuit breakers or fuses? circuit breakers
Private or public poles? public
Any known material defects? Yes ☒ No ☐ UNKN ☐ NA (if yes, explain below)
30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? Yes ☒ No ☐ UNKN ☐ NA (if yes, state locations and explain below)
31. Does the basement have seepage that results in standing water? ☒ Yes ☐ No ☐ UNKN ☐ NA (if yes, explain below)

Are there any known material defects in any of the following (if yes, explain below. Use additional sheets if necessary):

- | | |
|--|---|
| 32. Plumbing system? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 33. Security system? | Yes <input type="radio"/> No <input type="radio"/> UNKN <input checked="" type="radio"/> NA |
| 34. Carbon monoxide detector? | Yes <input type="radio"/> No <input type="radio"/> UNKN <input checked="" type="radio"/> NA |
| 35. Smoke detector? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 36. Fire sprinkler system? | Yes <input type="radio"/> No <input type="radio"/> UNKN <input checked="" type="radio"/> NA |
| 37. Sump pump? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 38. Foundation/slab? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 39. Interior walls/ceilings? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 40. Exterior walls or siding? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 41. Floors? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 42. Chimney/fireplace or stove? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 43. Patio/deck? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 44. Driveway? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 45. Air conditioner? | Yes <input type="radio"/> No <input type="radio"/> UNKN <input checked="" type="radio"/> NA |
| 46. Heating system? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 47. Hot water heater? | Yes <input checked="" type="radio"/> No <input type="radio"/> UNKN <input type="radio"/> NA |
| 48. The property is located in the following school district | <u>Washingtonville</u> UNKN |

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and flood plain maps)

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

#31 - Small amount of standing water. Recently found at base of Bilco door, after 3" of rain with gutters full of leaves

Seller's Certification:

SELLER CERTIFIES THAT THE INFORMATION IN THIS PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE SELLER'S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT, HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

Seller Martin Olsen date 11/18/02

Seller Susan E. Olsen date 11/18/02

Buyer's Acknowledgment:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer Tamara Meyer date 12/3/02

Buyer _____ date _____

RIDER TO RESIDENTIAL CONTRACT OF SALE

BY AND BETWEEN MARTIN OLSEN AND SUSAN OLSEN, SELLER AND TAMARA DREYER, PURCHASERS OF 336 SYCAMORE DRIVE, NEW WINDSOR, NEW YORK, PREMISES.

- 1) IF ANY PROVISIONS OF THIS RIDER CONFLICT WITH THE PROVISIONS IN THE CONTRACT OF SALE, THEN THIS RIDER SHALL CONTROL.
- 2) PARAGRAPH 2 IS AMENDED TO MAKE CLEAR THAT NO PART OF THE CONSIDERATION FOR THIS TRANSACTION IS ATTRIBUTED TO THE PERSONAL PROPERTY BEING CONVEYED ALONG WITH THE REAL PROPERTY.
- 3) PARAGRAPHS 3(B) AND 3(C), 4 AND 5 ARE HEREBY DELETED.
- 4) PARAGRAPH 6 IS AMENDED TO INSERT "BANK OF NEW YORK" INTO THE BLANK AND SPECIFY THAT THE ESCROW SHALL BE IN A NON-INTEREST-BEARING ACCOUNT.
- 5) PARAGRAPH 7(C) IS AMENDED TO INSERT "\$500.00".
- 6) PARAGRAPH 8 IS AMENDED TO INSERT INTO THE BLANKS AS FOLLOWS: A COMMITMENT DATE OF "DECEMBER 12, 2002 FOR A FHA/CONVENTIONAL MORTGAGE," AT PREVAILING INTEREST RATE AT TERM OF AT LEAST "30" YEARS IN THE AMOUNT OF \$134,750.00. IF SUCH A COMMITMENT HAS NOT BEEN ISSUED BY THIS DATE, THEN EITHER PARTY MAY CANCEL UNTIL SUCH TIME THAT A COMMITMENT HAS BEEN ISSUED. PURCHASER SHALL CONTINUE TO DILIGENTLY PURSUE THE ISSUANCE OF SUCH A COMMITMENT UNTIL ACTUALLY ISSUED, OR THE CONTRACT HAS BEEN CANCELLED. PURCHASERS WRITTEN ACKNOWLEDGMENT THAT A COMMITMENT HAS BEEN ISSUED SHALL SERVE TO RENDER THIS CONTINGENCY NULL AND VOID.

ONCE A MORTGAGE COMMITMENT IS ISSUED OR PURCHASER WAIVES THIS CONTINGENCY IN WRITING, THEN ANY RISK THAT PURCHASER MAY FAIL TO RECEIVE ITS MORTGAGE LOAN TO ENABLE IT TO CLOSE, FOR WHATEVER REASON, OTHER THAN SELLER'S FAILURE TO CONVEY IN ACCORDANCE WITH THIS CONTRACT, SHALL FALL UPON PURCHASER, AND PURCHASER SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL RIGHTS AND OBLIGATIONS OF THIS CONTRACT.

- 7) PARAGRAPH 9 IS AMENDED TO ADD:
 - E. CONDITIONS, AGREEMENTS, RESTRICTIONS AND EASEMENTS OF RECORD AS LONG AS THE TITLE COMPANY WILL PROVIDE AFFIRMATIVE INSURANCE AS REQUIRED BY LENDER.
 - F. ANY STATE OF FACTS A SURVEY OF THE PROPERTY MAY REVEAL, SO LONG AS IT DOES NOT MAKE THE TITLE UNMARKETABLE.
 - G. UNPAID ASSESSMENTS PAYABLE AFTER THE DATE OF THE TRANSFER OF TITLE.
- 8) PARAGRAPH 10(B) IS DELETED.

9) PARAGRAPH 11 (A) (v) IS AMENDED TO INSERT, "NONE."

10) THE LAST SENTENCE OF PARAGRAPH 12 IS AMENDED TO SPECIFY "WITHIN 48 HOURS PRIOR TO CLOSING". SELLER SHALL ALSO PROVIDE ACCESS TO PURCHASER AND ITS AUTHORIZED REPRESENTATIVE FOR ANY APPRAISAL THAT MAY BE REQUIRED IN CONNECTION WITH THE MORTGAGE APPLICATION, AS SPELLED OUT IN PARAGRAPH 8 AND INSPECTIONS AS SPELLED OUT IN PARAGRAPHS 18 & 19 BELOW.

11) PARAGRAPH 13 IS AMENDED TO INSERT IN THE BLANK "TITLE COMPANY OR AN AGENT FOR A TITLE COMPANY LICENSED IN NEW YORK STATE".

12) PARAGRAPH 14 IS AMENDED TO INSERT IN THE BLANK, "BARGAIN AND SALE WITH COVENANTS".

13) PARAGRAPH 15 IS AMENDED TO PROVIDE THAT CLOSING SHALL TAKE PLACE AT THE OFFICE OF MARC KERCHMAN, ATTORNEY AT LAW, 310 FULLERTON AVENUE, NEWBURGH, NEW YORK 12550, OR AT THE OFFICE OF THE ATTORNEY FOR THE LENDING INSTITUTION AS SPELLED OUT IN PARAGRAPH 8 WITHIN ORANGE COUNTY. IF SELLER CONSENTS TO A CLOSING THAT TAKES PLACE MORE THAN 30 MILES FROM THE PROPERTY, PURCHASER SHALL REIMBURSE SELLERS' ATTORNEY \$200.00 FOR EACH ADDITIONAL 30 MILES, OR PART THEREOF, AT CLOSING. CLOSING SHALL TAKE PLACE ON OR ABOUT DECEMBER 16, 2002. PURCHASER AGREES TO ORDER ITS TITLE SEARCH IMMEDIATELY IN ORDER TO ATTEMPT TO CLOSE ON OR ABOUT SAID DATE.

14) PARAGRAPH 16(B) IS DELETED. PURCHASER SHALL PERFORM A SEARCH TO ENSURE THAT ALL NECESSARY CERTIFICATES OF OCCUPANCY FOR A ONE FAMILY DWELLING AND ALL OTHER IMPROVEMENTS HAVE BEEN ISSUED. IF NOT, OR IF THERE ARE VIOLATIONS OF LAW OR MUNICIPAL ORDINANCE, PURCHASER SHALL SO NOTIFY SELLER IN WRITING, WHEREUPON SELLER SHALL BE GIVEN THE OPPORTUNITY TO CORRECT SAME, BUT SELLER SHALL NOT BE UNDER ANY OBLIGATION TO EXPEND MONIES OR COMMENCE ANY LEGAL PROCEEDING IN RELATION HERETO. IF SELLER DOES NOT CORRECT SAME, THEN PURCHASER MAY CANCEL THIS TRANSACTION, WHEREUPON SELLER SHALL REFUND THE DOWN PAYMENT TO PURCHASER, ALONG WITH REASONABLE EXPENSES FOR EXAMINATION OF TITLE AND MORTGAGE APPLICATION FEES, AT A TOTAL COST NOT TO EXCEED \$350.00, AND ALL RIGHTS AND OBLIGATIONS UNDER THIS CONTRACT SHALL BE TERMINATED.

15) PARAGRAPH 18 IS AMENDED TO DELETE (A)(iii), (A)(iv), (A)(v) AND a (vi) AND (D).

16) PARAGRAPH 25 IS AMENDED TO PROVIDE THAT ANY NOTICE AS MAY BE REQUIRED IN THIS CONTRACT SHALL BE PROVIDED VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO PURCHASER VIA RICHARD SCHWARTZ 325-2492 AND TO SELLER VIA SELLER'S ATTORNEY, MARC KERCHMAN, 310 FULLERTON AVENUE, NEWBURGH, NEW YORK 12550.

New Windsor NY 12553
17) THIS CONTRACT AND RIDER CONSTITUTE A SINGLE INDIVISIBLE CONTRACT. DELIVERY AND ACCEPTANCE OF DEED AT CLOSING SHALL BE CONSIDERED FULL COMPLIANCE WITH ALL TERMS AND NONE SHALL SURVIVE CLOSING, EXCEPT FOR PROVISIONS THAT EXPRESSLY STATE THAT THEY SHALL

SURVIVE CLOSING.

~~18) AT CLOSING, SELLER SHALL PAY \$ _____ TOWARDS PURCHASERS CLOSING COSTS.~~

19) PARAGRAPH 27 IS AMENDED TO INSERT RJ SMITH AND RE/MAX BENCHMARK REALTY GROUP. SAID COMMISSION SHALL BE DEEMED TO BE EARNED UPON CLOSING. PARAGRAPH 21(c)(ii) IS HEREBY DELETED.

20) THE PARTIES AGREE THAT ALL STIPULATIONS EXTENDING TIME FOR PERFORMANCE OR THE LIKE MAY BE SIGNED BY THEIR RESPECTIVE ATTORNEYS WITH THE SAME FORCE AND EFFECT AS THOUGH SIGNED BY THE PARTIES THEMSELVES.

21) NOTWITHSTANDING THE ACCEPTANCE OF ANY UNCERTIFIED FUNDS BY THE SELLER IN CONSIDERATION FOR THE DELIVERY OF THE DEED HEREIN, SAID ACCEPTANCE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHT UNDER THIS CONTRACT NOR SHALL IT BE CONSTRUED AS AN UNCONDITIONAL DELIVERY OF THE DEED TO PURCHASER BY SELLER, IT BEING THE INTENTION OF THE PARTIES HERETO THAT PURCHASER SHALL PERSONALLY GUARANTEE, AS PART OF HIS CONSIDERATION HEREUNDER, SAID UNCERTIFIED FUNDS, AND FURTHER IT BEING THE INTENTION OF THE PARTIES THAT THE FAILURE OF SAID UNCERTIFIED FUNDS TO BE HONORED UPON THE PRESENTMENT TO AN APPROPRIATE BANK SHALL CONSTITUTE A FAILURE OF CONSIDERATION UNDER THIS CONTRACT AND SHALL REQUIRE PURCHASER TO EITHER SUBSTITUTE CERTIFIED FUNDS OR TO TENDER THE DEED BACK TO SELLER ON TEN (10) DAYS WRITTEN NOTICE OF THAT EVENT. THIS PROVISION SHALL SURVIVE THE CLOSING OF TITLE.

22) SELLER SHALL NOT BE LIABLE FOR ANY "PICK-UP FEE" TO PAY OFF ANY LIEN IN EXCESS OF ~~\$100.00~~ PER LIEN, WHICH SUM INCLUDES OVERNIGHT EXPENSES. PURCHASER SHALL BE RESPONSIBLE FOR ANY CHARGE IN EXCESS OF THIS SUM. *\$115.*

23) UPON COMPLETING SATISFACTORY INSPECTIONS, IF SELLER HEREBY AGREES THAT LENDER REQUIRES ANY ADDITIONAL REPAIRS AS A CONDITION TO PROVIDING MORTGAGE MONEY, PURCHASER SHALL BE FULLY RESPONSIBLE FOR SAME. IF PURCHASER MUST COMPLETE REPAIRS PRIOR TO CLOSING, PURCHASER SHALL BE ALLOWED ACCESS AS LONG AS THEY PROVIDE A WRITTEN STATEMENT INDEMNIFYING AND HOLDING SELLER HARMLESS AGAINST ANY CLAIM DUE TO INJURY TO PERSON OR PROPERTY IN CONNECTION THEREWITH, ALONG WITH EVIDENCE OF LIABILITY INSURANCE NAMING SELLER AS LOSS PAYEE IN THE SUM OF \$500,000.00.

24) PURCHASER ACKNOWLEDGES RECEIPT OF THE PROPERTY CONDITION DISCLOSURE STATEMENT PRIOR TO EXECUTING THIS CONTRACT.

25) At closing seller shall pay \$5197.00 towards purchaser's closing costs.

26) PARAGRAPH 11(a)(iv) IS AMENDED TO STATE THE PROPERTY PRESENTLY
BENEFITS FROM A TAX EXEMPTION FOR DTA Skr.

AGREED TO THIS _____ DAY OF _____, 2002

MARTIN OLSEN

SUSAN OLSEN

Tamara Dreyer
TAMARA DREYER

RIDER TO CONTRACT OF SALE

SELLERS: Martin & Susan Olsen
PURCHASERS: Tamara Dreyer
PREMISES: 336 Sycamore Drive, New Windsor, New York 12553

Notwithstanding anything to the contrary hereinbefore contained, the parties agree that in the event of any inconsistency between the terms and provisions of this Purchaser's Rider and the terms and conditions of the printed form of Contract and Seller's Rider, that the terms of this Purchaser's Rider shall be controlling and prevail. Execution by the Seller of the Contract of Sale shall be deemed acceptance of this Rider.

unless they have provided written confirmation of receipt of a mortgage commitment that satisfies the contingency.

1. **CANCELLATION:** Under no circumstances shall purchaser be deemed to have waived purchaser's right to cancel for failure to obtain a mortgage loan. Seller shall have the right to cancel this transaction and return the down payment at the expiration of the mortgage contingency period.

2. **COVENANTS, RESTRICTIONS AND EASEMENTS:** The purchaser shall take title subject to easements and agreements of record, provided the same are utility easements or utility agreements, and run along the property lines and only affect the premises within ten (10) feet of the property lines, and do not prohibit the existence, construction, maintenance or reconstruction of any improvements existing or to be existing prior to closing on the premises, and do not require the moving, relocating or removal of any such improvement. The purchaser shall take title subject to conditions, covenants and restrictions of record provided they are not violated by the improvements on the premises, the use of the premises, reduce the useable area of the premises or do not otherwise render title uninsurable, or unmarketable.

3. **CERTIFICATE OF OCCUPANCY:** The Seller shall deliver on or before the closing of title, a valid and subsisting Certificate of Occupancy for a single family dwelling and all improvements, including the deck, kerosene heater, wood burning stove, pool, and stairs for sliding glass door, or in the event the premises predates zoning, Seller shall deliver a valid predate letter.

4. **ACCESS ON PUBLIC ROAD, DRIVEWAY, WELL, SEPTIC WITHIN BOUNDS:** Purchaser may cancel this contract if:

- A. any driveway servicing the premises is not located wholly within the boundaries of the premises;
- B. if the premises do not front and have ingress and egress on a public road;
- C. If the premises are not serviced by municipal sewer and the well servicing the premises is not located wholly within the boundaries of the premises to be conveyed.

5. **HAZARDOUS MATERIALS:** To the best of seller's knowledge, neither seller, nor any prior owner of the premises, any tenant, sub-tenant, prior tenant or sub-tenant have: (a) used or installed any "hazardous materials" as defined by any Federal, State or local environmental law, ordinance, rule (e.g. 42 USC Section 9601, et seq.) on the premises; or (b) received any notice with regard to "hazardous materials" in relation to the property. This representation shall survive the delivery of the deed. To the best of seller's knowledge there are no underground tanks on the subject premises.

6. **REPAIRS/CREDIT TO PURCHASER:** It is agreed between the parties that within ten (10) days of a fully executed contract, the Seller shall clean all gutters in order to prevent further water leakage into the basement. The contract shall further provide that Purchaser shall receive a \$400.00 credit at closing for the non-working burners on the stove.
7. **DELETIONS/INSERTIONS:** Paragraphs 10 & 23 of Seller's Rider shall be deleted in their entirety. Paragraph 22 is amended to changed the amount of pick-up fee from \$100.00 to \$115.00, including overnight charges. Paragraph 26 shall be deleted in its entirety as inapplicable. Paragraph 16 shall be modified to include Richard Schisano, Esq., 3250 Route 9W, New Windsor, New York 12553 as the party upon whom notice shall be given on behalf of the purchaser.
8. **SUBJECT TO:** If the contract contains a provision making the sale subject to "such state of facts as a survey or personal inspection would reveal" and/or "easements, covenants and restrictions of record" or similar words, such clauses shall be deemed modified as follows:
 - A. Any state of facts as an accurate survey or physical inspection would reveal, provided same does not render title unmarketable, a portion of the property uninsurable, or prohibit the present use of the premises.
 - B. Rights, if any, acquired by any utility company to maintain and operate lines, wires, cables, poles, and distribution boxes in, over and upon said premises, provided same does not unreasonably interfere with the present use of the premises, and provided same are located within ten feet of the lot lines.
7. **TREES AND SHRUBS:** No trees or shrubs shall be cut or removed from the premises. Seller shall maintain the premises prior to closing, e.g. lawns shall be mowed, snow removal, etc.
8. **ROOF AND BASEMENT FREE OF LEAKS:** Seller represents that at the time of Closing, the roof shall be free of leaks and the basement shall be dry and free of leaks, normal condensation excepted.
9. **PRE-CLOSING INSPECTIONS:** Within 48 hours prior to the time of closing, the purchaser shall have the right to inspect the premises at reasonable times, upon reasonable notice to the seller or seller's attorney, at which time electricity will be available and the water service and heating systems will be operative.
10. **NEW SURVEY DESCRIPTION:** Seller agrees to incorporate into the deed such surveyed description as purchaser may supply by means of a survey certified to the seller prior to closing of title.
11. **OPTION TO CANCEL FOR PURCHASER'S DEATH OR DISABILITY:** In the event any of the purchasers die or become permanently disabled before the closing of this transaction, this contract may be cancelled at the option of the surviving purchaser.
12. **TRANSFER TAX:** Transfer tax shall be paid by the seller at closing.

13. **SYSTEMS AND PERSONAL PROPERTY:** Plumbing, heating, electric, air conditioning, and all appliances and other personal property included in this sale shall be in working condition as of the day of closing and delivered free and clear of all liens. Any unexpired warranties shall be transferred to purchasers. The personal property to be conveyed as part of this transaction shall specifically include, in addition to the personal property set forth in Paragraph 2, the hearth, switchplates, door hardware, venetian blinds, shades, all window/door screens, all storm windows/doors, mailbox, TV aerials, sump pump, fencing, dryer vent pipe. Specifically excluded shall be the washer and dryer.

14. **FUNDS TO CLOSE:** Should the Seller require Purchaser to bring more than two (2) bank or certified checks to the closing to clear Seller's obligations, Seller shall credit Purchaser with the cost of obtaining said bank or certified checks at closing.

15) Paragraph 6 of Seller's Rider is amended to change the

~~15. **MORTGAGE CONTINGENCY/CLOSING DATE:** Paragraphs 6 & 13 of the Seller's Rider to the Contract are hereby modified to provide that Purchaser shall have forty five (45) days from the date of a fully executed contract in which to obtain a firm mortgage commitment. Purchaser shall be entitled to one extension of twenty (20) days in which to obtain said firm commitment. If at the expiration of the mortgage contingency extension period, Purchaser still has not received a mortgage commitment, either party may cancel this transaction, and the sole obligation of the seller shall be the return of the down payment to the Purchaser. Paragraph 13 is modified to provide that a closing of title shall take place within fifteen (15) days of the issuance of an unconditional commitment.~~

take herein to 11/16/03
the date herein to 11/23/03
Paragraph 13 of Seller's Rider is amended to change

~~16. **WATER POTABILITY:** At or prior to closing, the seller shall provide proof that the well servicing the premises provides potable water which meets or exceeds the Health Department standards for potability.~~

17. **CONDITION OF PREMISES:** The premises and the improvements thereon shall be delivered vacant, broom clean and free of garbage and debris.

and if purchaser is entitled to the refund of down payment monies, then
18. **CANCELLATION:** If purchaser cancels or is otherwise not required to close as provided in the contract and any rider thereto, purchaser shall be refunded all down payments monies and have no further or other liability to the seller hereunder.

EXECUTION OF THE MAIN FORM OF CONTRACT & SELLER'S RIDER SHALL BE DEEMED ACCEPTANCE BY SELLER OF THE TERMS AND CONDITIONS CONTAINED HEREIN.